

THE STATE OF TEXAS

COUNTY OF COLLIN

AGREEMENTS
BUDGET AMENDMENT FY98-052
PERSONAL SERVICES AGREEMENT
MEDICAL EXAMINER

On September 10, 1998, the Commissioners' Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request from the Medical Examiner for approval of a Personal Services Agreement with Dr. Lynn A. Salzberger in order to perform the duties of a Forensic Pathologist.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to enter into a Personal Services Agreement with Dr. Lynn A. Salzberger for duties as referenced in accordance with Article 262.024 V.T.C.A. Furthermore, approval of a non-emergency budget amendment in accordance with Section 111.068(B), Local Government Code, V.T.C.A. to allow for same, further authorizing the Purchasing Agent to execute related documentation, and same is hereby approved.

FROM:

001-1001-415.60-80

\$10,000.00

Non-Departmental/Prog. Contingencies

TO:

001-6301-556-42-01

\$10,000.00

Medical Examiner/Contract Labor


Ron Harris, County Judge

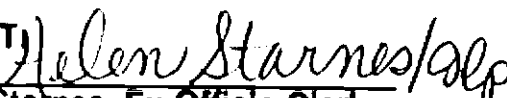

Phyllis Cole, Commissioner, Pct. 1


Jerry Hoagland, Commissioner, Pct. 2

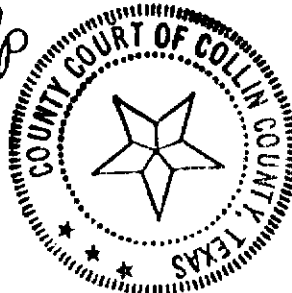

Joe Jaynes, Commissioner, Pct. 3


Jack Hatchell, Commissioner, Pct. 4

ATTEST:


Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

c:\courts\courtorders\BOGAM052



COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

RECEIVED
PURCHASING AGENT
98 AUG 24 PM 1:19

THIS AGREEMENT, entered into by and between Lynn A. Salzberger, M.D., herein also referred to as provider and Collin County, Texas.

STATEMENT OF WORK: Services shall be performed as a Forensic Pathologist under the supervision of the Collin County Medical Examiner's Office. Dr. Salzberger shall perform all duties indicated in the Collin County job description of a Forensic Pathologist. All duties shall be performed in a manner, consistent with Collin County procedures and policies. Collin County will provide all equipment and tools to perform work.

COMPENSATION FOR SERVICES: Collin County shall pay \$400.00 per day for the work in the performance of this agreement. If an Autopsy Technician is required due to specific case needs, Collin County will reimburse Dr. Salzberger in the amount of \$150.00 per day. No other expense or reimbursement shall be borne by Collin County.

- **INVOICES** shall state hours worked and mailed to the Collin County Auditor's Office, 210 S. McDonald, Suite 636, McKinney, Texas 75069.
- **PAYMENT** will be made for hours worked in accordance with the V.T.C.A. Government code, Title 10, Subtitled F, Chapter 2251.
- **SALES TAX:** Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement will begin on July 27, 1998, and will end on September 30, 1999. Both parties agree that Collin County has the right to terminate this agreement at any time without cause or prior notice.

ADDITIONAL CONDITIONS:

ON-CALL SERVICES: Lynn A. Salzberger, M.D. will offer her services to Collin County on an as needed basis with prior notice. Collin County shall pay \$400.00 per day for services rendered for on-call services.

BENEFITS: Lynn A. Salzberger, M.D. is not an employee of Collin County and is not entitled to any benefits offered to Collin County Employees. However, in the instance of a needle stick type injury, should they occur at work, or contact with a diseased organ, Dr. Salzberger and the Autopsy Technician, if applicable, will be allowed access to County Health Facility and/or Health Department for follow-up providing facility is capable of handling situations of the particular nature at hand.

PROFESSIONAL LIABILITY: Dr. Salzberger will be covered per policy in force in Collin County for all cases she performs in Collin County on behalf of the Medical Examiner's Office.

INDEMNIFICATION: Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this Agreement. Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Change Orders to this Agreement will be made in writing by the Collin County Purchasing Agent.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

THIS AGREEMENT, when properly accepted by Collin County shall constitute an agreement equally binding between the personal service provider and Collin County.

AGREED TO AND ACCEPTED THIS
21 DAY OF aug, 1998.

LYNN A. SALZBERGER, M.D.

By: 

EXECUTED AND ACCEPTED THIS
____ DAY OF _____, 1998.

COLLIN COUNTY

By: _____

Barbara N. Stephen, CPPB
Purchasing Agent